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11 Attorneys for Defendant
12 TARGET STORES, a division
of Target Corporation

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

18 WENDY D. WHITSON,

19 Plaintiff,

20 vs.

21 BUMBO, BUMBO LIMITED, BUMBO (PTY)
LTD.; TARGET CORPORATION,

22 Defendants.

23 Defendants.
24
25
26
27
28

CASE NO. 07-05597 MHP

**JOINT CASE MANAGEMENT
CONFERENCE STATEMENT**

DATE: March 10, 2008
TIME: 4:00 p.m.
DEPT: Ctrm. 15, 18th Floor
JUDGE: Hon. Marilyn Hall Patel

1 (1) Jurisdiction and Service:

2 This Court has diversity jurisdiction because the Plaintiffs are from different
3 states than each of the Defendants. Jurisdiction is not contested.

4 Defendant, Target Stores, Inc. ("Target") has been served. As of this date,
5 Target has not filed a counterclaim against the manufacturer as its tender of defense is
6 still pending.

7 Plaintiff has served Bumbo in Texas and thereafter filed a Notice of
8 Default. Bumbo (Pty) Limited has specially appeared and filed a Motion to Set Aside the
9 Default, Quash Service, Dismiss for Improper Service, Lack of Personal Jurisdiction and
10 Failure to Serve, and for Sanctions. This motion is set to be heard on March 10, 2008.
11 Bumbo (Pty) Limited was recently served in South Africa. Bumbo (Pty) Limited has
12 recently filed a motion to quash that service to be heard March 24, 2008.

13 (2) A Brief Description Of The Events Underlying The Action:

14 Wendy Whitson brings this national class action on behalf of herself and
15 other purchasers of the Bumbo Baby Sitter against the manufacturers, distributors and
16 retailers of the product. Plaintiff asserts that a defect in design of the product caused it
17 to fail to perform as intended, thereby causing purchasers to incur loss of use and
18 monetary damages.

20 Prior to the filing of the within lawsuit, but subsequent to the filing of the
21 related *Lamm* case, the Consumer Product Safety Commission had issued a recall of
22 the item for the placement of greater warnings regarding its use.

23 Prior to the filing of this lawsuit, but subsequent to the filing of the related
24 *Lamm* case, Defendant Target removed the Bumbo Seats with allegedly inadequate
25 warnings from its shelves and offered to refund purchasers the full purchase price of the
26 product if they so choose. This offer was available to all persons without the necessity of
27 a receipt or proof of purchase, including plaintiff herein. Alternatively, additional

warnings were available to be placed on the product.

(3) The Principal Factual Issues Which The Parties Dispute:

- (a) Whether the Bumbo Baby Sitter is a defective product.
 - (b) Whether the warnings concerning safe use of the Bumbo equate to warn of its dangers.
 - (c) Whether plaintiff and other members of her class were

The Principal Legal Issues Which The Parties Dispute:

- (a) What are the legal standards applicable to Plaintiffs' allegation that Defendants sold a defective product?

(b) What are the legal standards applicable to Plaintiffs' allegation that Defendants sold a product with insufficient warning?

(c) What are the legal standards applicable for certification of a class action?

(d) What are the available damages for Plaintiff claims?

(e) What are the legal standards applicable to Plaintiffs' claims

(4) Motions:

In addition to the motion before this court by Bumbo (Pty) Limited relating to jurisdiction and service, Target has filed a Motion to Dismiss certain claims in Plaintiff's complaint as failing to articulate cognizable claims that are sustainable as a nationwide class action.

While the Parties are not in a position to anticipate every possible pre-trial motion as they are still in a very preliminary stage in the litigation, they anticipate motions relating to discovery issues, especially as they relate to documents maintained by the unanswered Bumbo defendants.

1 (5) Amendment of Pleadings:

2 Plaintiff has indicated that she will amend her Complaint to name Bumbo
3 International. Plaintiff is also considering an amendment to add additional retailers of
4 the Bumbo Baby Sitter.

5 (6) Evidence Preservation:

6 Plaintiff has requested that Defendant Target preserve their data regarding
7 their gift registry and the receipt for the product. Target has complied with this request.

8 (7) Disclosures:

9 The Parties will have exchanged initial disclosures under Rule 26, Fed. R.
10 Civ. Pro.

11 (8) Discovery:

12 The parties would like to postpone deposition discovery in this case until
13 the Bumbo defendants have appeared in the case. As in the related *Lamm* case, limited
14 written discovery may be helpful to the parties until the Bumbo service and jurisdiction
15 issues are sorted out.

16 (9) Related Cases:

17 The court has previously granted Plaintiff's Administrative Motion to Relate
18 this case to *Lamm v. Bumbo*.

19 (10) Relief:

20 Plaintiff seeks damages in the amount of monies paid for Bumbo Baby
21 Sitter, statutory damages, including punitive or treble damages, as provided by various
22 state statutes, interest, equitable relief, including disgorgement into a fluid recovery fund
23 and other injunctive relief.

24 Defendant seeks dismissal of the action and its costs of suit.

25 (11) Settlement and ADR:

26 Plaintiffs and Target have agreed to mediation.

27 (12) Consent To Magistrate Judge For All Purposes:

28 Plaintiff does not so consent.

1 (13) Other References:

2 The Parties propose no other references at this time.

3 (14) Narrowing of Issues:4 The Parties are committed to narrowing the issues as much as possible,
5 and will meet and confer regarding same.6 (15) Expedited Schedule:7 Given the difficulty with service of the Bumbo defendants, the parties do
8 not believe expedited scheduling is appropriate.9 (16) Scheduling:10 The parties request that scheduling of discovery and pretrial deadlines
11 should be postponed to further CMC.12 (17) Trial:13 Plaintiffs and Target have requested a jury trial. The Parties estimate a
14 12-15 day jury trial.15 (18) Disclosure Of Non-Party Interested Entities Or Persons:16 There are no non-party interested persons known to the Plaintiffs or
17 Target.

19 DATED: February 21, 2008

EDGAR LAW FIRM

20 By: _____ /s/

JEREMY R. FIETZ
Attorneys for Plaintiffs

22 DATED: February 21, 2008

BOORNAZIAN, JENSEN & GARTHE

24 By: _____ /s/

GAIL C. TRABISH
Attorneys for Defendant
TARGET STORES, a division of
Target Corporation

**CERTIFICATE OF ELECTRONIC SERVICE
(28 U.S.C. §1746)**

I, the undersigned, declare as follows:

I am employed in the County of Alameda, State of California. I am over the age of 18 years and not a party to the within action. My business address is 555 12th Street, Suite 1800, P. O. Box 12925, Oakland, California 94604-2925.

On the date indicated below, at the above-referenced business location, I served the **JOINT CASE MANAGEMENT CONFERENCE STATEMENT** on the below-named party and caused said document to be transmitted using ECF as specified by General Order No. 45 to the following party:

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**Attorneys for Defendant
Bumbo (PTY) Ltd**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California, on February 22, 2008.

Alexine Braun
Alexine Braun

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